TRININC-04

AHOLLINS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/5/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER. AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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PRODUCER License # 231432	CONTACT NAME:	
Hub International Gulf South 1141 Montlimar Drive	PHONE (A/C, No, Ext): (877) 250-6022 FAX (A/C,	No): (251) 633-2822
Suite 2500	E-MAIL ADDRESS:	
Mobile, AL 36609	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Cincinnati Insurance Company	10677
INSURED	INSURER B: Sentry Insurance Company	24988
TriNova, Inc.	INSURER C: Evanston Insurance Company	35378
4485 Laughlin Drive South	INSURER D:	
Mobile, AL 36693	INSURER E:	
	INSURER F:	
COVEDAGES CERTIFICATE NUMBER.	DEVISION NUMBER	o.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR		ADDL INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	S
Α	X COMMERCIAL GENERAL LIABILITY				<u> </u>	,,	EACH OCCURRENCE	\$ 1,000,00
	CLAIMS-MADE X OCCUR	Х	Х	EPP 0532473	6/9/2023	6/9/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,00
							MED EXP (Any one person)	\$ 10,00
							PERSONAL & ADV INJURY	\$ 1,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,00
	POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,00
	OTHER:						EMPLOYEE BENEFI	\$ 3,000,00
Α	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,00
	X ANY AUTO	Χ	X	EBA 053 24 73	6/9/2023	6/9/2024	BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
Α	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$ 5,000,00
	EXCESS LIAB CLAIMS-MADE	X	X	EPP 053 24 73	6/9/2023	6/9/2024	AGGREGATE	\$ 5,000,00
	DED X RETENTION\$						See Remarks	\$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	X	1-9053212	1/1/2023	1/1/2024	E.L. EACH ACCIDENT	\$ 1,000,00
	(Mandatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,00
С	Professional Liab			CPLMOL117654	6/9/2023	6/9/2024	Ea Error/Aggregate	5,000,00
С	Pollution / Environm			CPLMOL117654	6/9/2023	6/9/2024	Ea Occ/Aggregate	5,000,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Cooper City, its employees, agents, volunteers, independent contractors, successors and assigns, and other authorized representatives are included as Additional Insured on a primary and non-contributory basis, per the attached endorsement. A Waiver of Subrogation is included where permissible by law by the General Liability, Automobile Liability, Workers' Compensation & Employers Liability policies in favor of the aforementioned Additional Insured(s) if required by written contract. A 30 Day Notice of Cancellation applies except a 10 Day Notice of Cancellation applies for non-payment of premium.

CERTIFICATE HOLDER	CANCELLATION

City of Cooper City Attention: Purchasing Division PO Box 290910 Cooper City, FL 33329-0910 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ace.	COP

LOC #: 1

ACORD®

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY	icense # 231432	
Hub International Gulf South		TriNova, Inc. 4485 Laughlin Drive South
POLICY NUMBER		Mobile, AL 36693 Mobile
SEE PAGE 1		Mobile
CARRIER	NAIC CODE	
SEE PAGE 1	SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Excess Umbrella 6/9/2023-2024 Landmark American Insurance Company Policy #11542963 - A \$5,000,000 Each Claim/Aggregate

Total Umbrella Aggregate Limit is \$10,000,000

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Additional Insured Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You
 - 1. Section II Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and
 - b. "Bodily injury" or "property damage" caused, in whole or in part, by "your work" performed under that written contract or written agreement and in-

- cluded in the "products-completed operations hazard", but only if:
- (1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and
- (2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.
- If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.
- If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.
- 2. If the written contract or written agreement described in Paragraph 1. above specifically requires you to provide additional insured coverage to that person or organization:
 - **a.** Arising out of your ongoing operations or arising out of "your work"; or

b. By way of an edition of an ISO additional insured endorsement that includes arising out of your ongoing operations or arising out of "your work":

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of.*

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- **b.** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- **4.** This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**
- B. Additional Insured State Or Governmental Agency Or Subdivision Or Political Subdivision Automatic Status When Required In Written Permits Or Authorizations
 - 1. Section II Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- **b.** "Bodily injury" or "property damage" included within the "products-completed operations hazard."
- **C.** The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:
 - Only applies to the extent permitted by law; and
 - 2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
 - 3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.
- D. With respect to the insurance afforded to the additional insureds described in Paragraphs
 A. and B., the following is added to Section III
 Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs A. and B. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
- 2. Available under the applicable limits of insurance:

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

E. Section IV - Commercial General Liability Conditions is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- 1. During the policy period; and
- Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs A. and B.
- F. Except when G. below applies, the following is added to Section IV Commercial General Liability Conditions, Other Insurance, and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

- As otherwise provided in Section IV -Commercial General Liability Conditions, Other Insurance, b. Excess Insurance; or
- 2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.
- G. The following is added to Section IV Commercial General Liability Conditions, Other Insurance, and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

- **1.** The additional insured is a Named Insured under such other insurance; and
- You have agreed in writing in a contract, agreement, permit or authorization de-

scribed in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

- 1. The additional insured is a Named Insured under such other insurance; and
- 2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph A. or B. that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

H. Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

PRIMARY AND NONCONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Policy Number:
06-09- 2023	EBA 053 24 73
Named Insured:	
TRINOVA INC	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is replaced by the following:

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

BLANKET WAIVER OF SUBROGATION - AUTO

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Policy Number:
06-09-2023	EBA 053 24 73
Named Insured:	
TRINOVA INC	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of

payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Policy Number:		
06-09-2023	EBA 053 24 73		
Named Insured:			
TRINOVA INC			
Countersigned by:			

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION II - LIABILITY COVERAGE, A. Coverage, I. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been executed prior to the "bodily injury" or "property damage".

AA 4171 06 20 Page 1 of 1

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name: Blanket Waiver - AR

Address: PO Box 190849 Mobile, AL 36619-0849

Description of Waiver: All written contracts provided such contract was made prior to loss.

JobID:

Name: Blanket Waiver - CT

Address: PO Box 190849 Mobile, AL 36619-0849

Description of Waiver: "All written contracts provided such contract was made prior to loss."

JobID:

Name: Blanket Waiver - FL

Address: PO Box 190849 Mobile, AL 36619-0849

Description of Waiver: All contracts provided such contract was made prior to loss

JobID:

WC 00 03 13 (Ed. 4-84) © 1983 National Council on Compensation Insurance. Name: Blanket Waiver - LA

Address: PO Box 190849 Mobile, AL 36619-0849

Description of Waiver: All written contracts provided such contract was made prior to loss

JobID:

Name: Blanket Waiver - MA

Address: PO Box 190849 Mobile, AL 36619-0849

Description of Waiver: "All written contracts provided such contract was made prior to loss."

JobID:

Name: Blanket Waiver - ME

Address: PO Box 190849 Mobile, AL 36619-0849

Description of Waiver: All written contracts provided such contract was made prior to loss.

JobID:

Name: Blanket Waiver - MS

Address: PO Box 190849 Mobile, AL 36619-0849

Description of Waiver: All written contracts provided such contract was made prior to loss.

JobID:

Name: Blanket Waiver - NC

Address: 4485 Laughlin Dr S Mobile, AL 36693-5646

Description of Waiver: All written contracts provided such contract was made prior to loss.

JobID:

Name: Blanket Waiver - NY

Address: PO Box 190849 Mobile, AL 36619-0849

Description of Waiver: All written contracts provided such contract was made prior to loss.

JobID:

Name: Blanket Waiver - TN

Address: PO Box 190849 Mobile, AL 36619-0849

Description of Waiver: All written contracts provided such contract was made prior to loss.

JobID:

Name: Blanket Waiver - VT

Address: PO Box 190849 Mobile, AL 36619-0849

Description of Waiver: All written contracts provided such contract was made prior to loss.

JobID:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No. Insured Premium

Insurance Company Countersigned by

WC 00 03 13

(Ed. 4-84)

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9053212001 Midd**l**esex TriNova, Inc. Policy Number: EPP 053 24 73 Policy Term: 6/9/2023-2024

COMMERCIAL GENERAL LIABILITY CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

TriNova, Inc. Policy Number: EPP 053 24 73 Policy Term: 6/9/2023-2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC PRIMARY AND NON-CONTRIBUTORY COVERAGE ENDORSEMENT - WHERE REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

LIMI	TS OF INSURANCE:	
\$ 5 \$ 5	,000,000 Each Occurrence Limit ,000,000 Aggregate Limit	

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM, US 101 and US 101 UM, is amended as follows:

- **A. SECTION III LIMITS OF INSURANCE** is amended to add the following:
 - 7. For the purposes of this endorsement only, the Limits of Insurance stated in the Schedule of this endorsement and described below will apply on a "primary and non-contributory basis" within the parameters set forth in SECTION III LIMITS OF INSURANCE of the Coverage Part to which this endorsement is attached:

We will not pay more on behalf of a "noncontributory additional insured" than the lesser of:

- **a.** The Limits of Insurance stated in the Schedule of this endorsement; or
- b. The limits of insurance required in a written contract on a "primary and non-contributory basis" for such "noncontributory additional insured", but only to the extent the required limits of insurance are in excess of the "underlying insurance"; or
- c. The Limits of Insurance available after the payment of "ultimate net loss" on any insured's behalf from any claim or "suit".

This provision is included within and does not act to increase the Limits of Insurance stated in the Declarations.

- **B. SECTION IV CONDITIONS** is amended as follows:
 - 1. Condition 9. Other Insurance is amended to add the following:

It is agreed that this condition does not apply to the "non-contributory additional insured's" own insurance program on which they are a named insured.

However:

- a. This exception to the Other Insurance Condition shall only apply if the applicable "underlying insurance" applies on a "primary and non-contributory basis" for such "non-contributory additional insured" and only to the extent of the specific limits of insurance required in a written contract or agreement on a "primary and non-contributory basis" that is in excess of the "underlying insurance"; and
- **b.** It is understood and agreed that the insurance provided by this Coverage Part is excess of:
 - (1) "Underlying insurance" listed in the Schedule of Underlying Insurance:
 - (2) Any other insurance available to the "non-contributory additional insured" as an additional insured; and
 - (3) Any other insurance available to the "non-contributory additional insured" on which they are not a named insured.
- **2.** The following condition is added:
 - 15. As a precedent to the receipt of insurance coverage hereunder, the "non-contributory additional insured" must give written notice of such claim or "suit", including a demand for de-

fense and indemnity, to any other insurer who had coverage for the claim or "suit" under its policies. Such notice must demand the full coverage available and the "non-contributory additional insured" shall not waive or limit such other available coverage.

This condition does not apply to the "non-contributory additional insured's" own insurance program on which they are a named insured.

- **C. SECTION V DEFINITIONS** is amended to add the following:
 - **30.** "Non-contributory additional insured" means any person or organization:
 - Qualifying as an additional insured under SECTION II - WHO IS AN IN-SURED, Paragraph 3. of the Coverage Part to which this endorsement is attached; and
 - **b.** Being granted additional insured status on a "primary and noncontributory basis" in the "underlying insurance" as required in a written

contract between an additional insured and a Named Insured provided:

- (1) The written contract or agreement is executed before the "occurrence" resulting in "bodily injury", "personal and advertising injury" or "property damage" for which coverage is being sought under this endorsement; and
- (2) The written contract or agreement requires a specific limit of insurance on a "primary and non-contributory basis" that is in excess of "underlying insurance".
- 31. "Primary and non-contributory basis" means that the limits of insurance of the Coverage Part to which this endorsement is attached apply to insured loss on behalf of the "non-contributory additional insured" prior to limits of insurance from other insurance in which the "non-contributory additional insured" is a named insured.